

STRAUS & EISLER, P.A.
Attorneys at Law

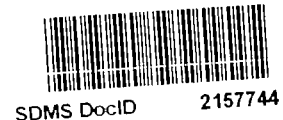
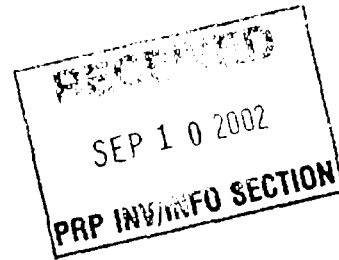
ORIGINAL

Arnold Straus, Jr.
Michael J. Eisler

1290 Weston Road - Suite 314
Weston, Florida 33326
Broward: (954) 349-9400
Facsimile: (954) 349-9300

September 9, 2002

Joan Armstrong, Chief
PRP Investigation and
Site Information Section
United States Environmental
Protection Agency, Region III
165 Arch Street
Philadelphia, Pennsylvania 19103-2029



**Re: Overdue Response to Information Request –
Lower Darby Creek Area Site – Clearview Landfill,
Folcroft Landfill, and Folcroft Landfill Annex**

Dear Ms. Armstrong:

This is in response to your request for information regarding the Estate of Edward Heller. I am a bit taken aback as when we spoke you indicated all you required was approval to enter on the property to test or clean-up. You were advised this was no problem as the Estate does not recognize or know of any interest in this property. The answers are as follows:

1. Date of Death – October 11, 2000.
2. Federal Form 706 was not required. Affidavit of No Florida Estate Tax Due is enclosed.
3. Copies are enclosed.
4. Copy of the Closing Statement for the sale of the decedent's homestead is attached.
5. Contract for Sale of the homestead property is enclosed.
6. Copies are enclosed.
7. Unknown.
8. No non-homestead assets.
9. Corinne Fischman, Barbara Shapiro, and Richard Heller.
10. No. No knowledge of this alleged stock.
11. September 1, 2001.
12. See enclosed Settlement Statement.

Joan Armstrong, Chief
PRP Investigation and
Site Information Section
United States Environmental
Protection Agency, Region III
September 9, 2002
Page 2

Checked

- 13. (a) enclosed; (b) enclosed; and (c) none.
- 14. No.

We trust that this satisfies your request. Should you have any further questions, please contact me.

Very truly yours,

STRAUS & EISLER, P.A.

Michael J. Eisler

Michael J. Eisler
For the Firm
MJE/kjg
Enclosure
cc: Corinne Fischman
Barbara Shapiro
Richard Heller

**Signed for Mr. Eisler
in his absence to
avoid delay in mailing**

**Affidavit of No Florida Estate Tax Due**

(for decedents dying on or after January 1, 2000)

DR-312
N. 01/00**INSTR # 101024707**
OK BK 31581 PG 0829RECORDED 05/10/2001 04:32 PM
COMMISSION
BROWARD COUNTY
PUBLIC LINK 1931

(this space available for case style of estate probate proceeding)

(for official use only)

STATE OF FLORIDACOUNTY OF BROWARDI, the undersigned, CORINNE FISCHMAN, do hereby state:
(print name of personal representative)

1. I am the Personal Representative as defined in s. 198.01 or s. 731.201, Florida Statutes (F.S.), as the case may be, of the Estate of Edward I. Heller,
(print name of decedent)
2. The decedent referenced above, whose Social Security Number is [REDACTED], died on 10 / 11 / 00, and was domiciled, as defined in s. 198.015, F.S., at the time of death in the state of Florida.
(date of death)

On date of death, the decedent was (check one): ☒ a U.S. citizen ☐ not a U.S. citizen

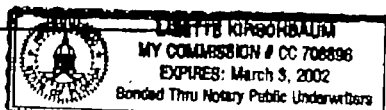
3. A federal estate tax return (federal Form 706 or 706-NA) is not required to be filed for the Estate.
4. The Estate does not owe Florida estate tax pursuant to Chapter 198, F.S.
5. I acknowledge personal liability for distribution in whole or in part of any of the Estate by having obtained release of such property from the lien of the Florida estate tax.

Under penalties of perjury, I declare that I have read this Affidavit and that the facts stated are true.

Executed this 25th day of April, 20 01.Signature: Corinne FischmanPrint Name: Corinne FischmanMailing Address: [REDACTED]Telephone: [REDACTED]STATE OF FLORIDACOUNTY OF BROWARDSworn to (or affirmed) and subscribed before me by CORINNE FISCHMANon this _____ day of _____, 20 01.Personally known X

Or Produced Identification _____

Type of Identification Produced _____

Signature of Notary: [Signature]LIZETTE KIRSCHBAUM

(Print, Type, or Stamp Name of Notary)

Instructions for Completing Form DR-312

DR-312
N. 01/00

Use this form **ONLY** for decedents dying on or after January 1, 2000.

File this form with the clerk of the court. Do not mail it to the Florida Department of Revenue.

General Information

Effective January 1, 2000 (for decedents dying on or after January 1, 2000 **ONLY**), estates are no longer required to file a *Preliminary Notice and Report* (DR-301) with the Florida Department of Revenue. If Florida estate tax is not due; and a federal estate tax return (federal Form 706 or 706-NA) is not required to be filed, the personal representatives of such estates are to complete Florida Form DR-312, *Affidavit of No Florida Estate Tax Due*. Note that the definition of "personal representative" in Chapter 198 includes any person who is in actual or constructive possession. Therefore, this affidavit may be used by "persons in possession" of any property included in the decedent's gross estate. **Form DR-312 must be recorded directly with the clerk of the circuit court in the county or counties where the decedent owned property. DO NOT send this form to the Florida Department of Revenue.**

Form DR-312 is admissible as evidence of nonliability for Florida estate tax and will remove the Department's estate tax lien. The Florida Department of Revenue will no longer issue *Nontaxable Certificates* for estates of persons dying on or after January 1, 2000 for which the DR-312 has been duly filed and no federal Form 706 or 706-NA is due.

The 3-inch by 3-inch space in the upper right corner is the exclusive use of the clerk of the court. Do not write, mark or stamp in that space.

Where to File Form DR-312

File this form with the clerk of the court in the appropriate county. **Do not send this form to the Florida Department of Revenue.**

Need Assistance?



For forms and general information, call Taxpayer Services, Monday-Friday, 8 a.m. to 5 p.m., ET, at 1-800-352-3671 (in Florida only) or 850-488-6800. From the option menu, select *Information on Taxes or Forms*.



Hearing or speech impaired persons may call the TDD line at 1-800-367-8331 or 850-922-1115.



Visit our web site at:
Form DR-312 can be downloaded from our Internet website at:
<http://sun6.dms.state.fl.us/dor>

When to Use Form DR-312

Form DR-312 should be used when an estate is not subject to Florida estate tax under Chapter 198, Florida Statutes (F.S.), and a federal estate tax return (federal Form 706 or 706-NA) is not required to be filed.

Federal thresholds for filing federal Form 706 only:
(For informational purposes only. Please confirm with Form 706 instructions.)

Date of Death (year)	Dollar Threshold for Filing Form 706 (value of gross estate)
2000 and 2001	\$675,000
2002 and 2003	\$700,000
2004	\$850,000
2005	\$950,000
2006 and thereafter	\$1,000,000

For thresholds for filing federal Form 706-NA (nonresident alien decedent), contact your local IRS office.

If an administration proceeding is pending for an estate, Form DR-312 may be filed in that proceeding. The case style of the proceeding should be added in the large blank space in the upper left portion of the DR-312. Form DR-312 should be filed with the clerk of court and duly recorded in the public records of the county or counties where the decedent owned property.



For a detailed written response to your questions, write: Florida Department of Revenue, Estate Tax Unit, 5050 W. Tennessee St., Tallahassee, Florida 32399-0155.



Get the forms you need fast by **FAX on Demand!** Call seven days a week, 24 hours a day, at 850-922-3676 from your FAX machine telephone and follow the instructions.



Reference Material
Chapter 12C-3, Florida Administrative Code and Chapter 198, Florida Statutes. Tax statutes and rules are available online at:
<http://taxlaw.state.fl.us>

IN THE CIRCUIT COURT FOR DADE COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

EDWARD J. HELLER

File Number

Deceased.

Division

PETITION FOR ADMINISTRATION
(intestate nonresident -- multiple petitioners)

Petitioners CORINNE FISCHMAN, BARBARA SHAPIRO, and RICHARD HELLER, allege:

1. Petitioners have an interest in the above estate as the surviving children of the decedent.

Petitioners' addresses are [REDACTED]
[REDACTED] and [REDACTED]
and the name and office address of petitioners' attorney are set forth at the end of this petition.

2. Decedent, EDWARD J. HELLER, whose last known address was 10180 W. Bay Harbor Drive, Apt. 2-A, Bay Harbor, Florida 33154, and, whose age was 93, and whose social security number was [REDACTED], died on October 11, 2000, in the City of Bay Harbor, Florida, and on the date of death decedent was domiciled in Bay Harbor, Florida.

3. So far as known, the names of the beneficiaries of this estate and of the decedent's surviving spouse, if any, their addresses and relationship to decedent, and the dates of birth of any who are minors are:

NAME	ADDRESS	RELATIONSHIP	DATE OF BIRTH (if minor)
Corinne Fischman	[REDACTED] [REDACTED] [REDACTED]	Daughter	Over 18
Barbara Shapiro	[REDACTED] [REDACTED] [REDACTED]	Daughter	Over 18
Richard Heller	[REDACTED] [REDACTED] [REDACTED]	Son	Over 18

Under penalties of perjury, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on this 7th day of ~~February~~^{May}, 2001.



MICHAEL J. EISLER, ESQ.
Attorney for Petitioner

STRAUS & EISLER, P.A.
Florida Bar No.: 500615
10081 Pines Boulevard
Suite C
Pembroke Pines, Florida 33024
Telephone: (954) 431-2000



CORINNE FISCHMAN, Petitioner



BARBARA SHAPIRO, Petitioner

RICHARD HELLER, Petitioner

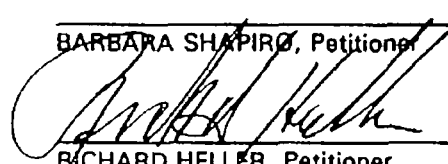
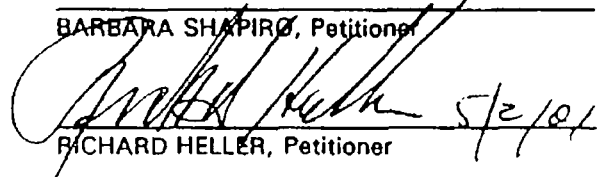
Under penalties of perjury, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Signed on this 2nd day of May, 2001.


MICHAEL J. EISLER, ESQ.
Attorney for Petitioner

STRAUS & EISLER, P.A.
Florida Bar No.: 500615
10081 Pines Boulevard
Suite C
Pembroke Pines, Florida 33024
Telephone: (954) 431-2000

CORINNE FISCHMAN, Petitioner


BARBARA SHAPIRO, Petitioner
 5/2/01
RICHARD HELLER, Petitioner

IN THE CIRCUIT COURT FOR

DADE COUNTY, FLORIDA

PROBATE DIVISION

File Number

Division

IN RE: ESTATE OF

EDWARD I. HELLER,

Deceased.

INVENTORY

The undersigned Co-Personal Representatives of the Estate of EDWARD I. HELLER, deceased, submit this inventory of all the property of the estate that has come into the hands, possession, control, or knowledge of these Co-Personal Representatives:

REAL ESTATE IN FLORIDA -- Homestead:

Description

Condominium Unit 2-A, MONTEGO CLUB CONDOMINIUM, according to the Declaration thereof, recorded in Official Records Book 7160, at Page 94, of the Public Records of Dade County, Florida; and amended in Official Records Book 7641, at Page 973, of the Public Records of Dade County, Florida; more particularly described as Apartment 2-A, MONTEGO CLUB CONDOMINIUM, lots 5 and 6, less the easterly 11 feet thereof, Block 3, BAY HARBOR ISLANDS, According to the Plat thereof, recorded in Plat Book 48, at Page 5, of the Public Records of Dade County, Florida.

(Whether the homestead is exempt from the claims of creditors, whether it is properly devised and whether it is a probate asset may have to be determined by appropriate proceedings.)

REAL ESTATE IN FLORIDA -- Non-Homestead:

Description

Estimated Fair Market Value

NONE

Total Value of Real Estate in Florida -- Non-Homestead
Approximate Mortgage Balance

\$ _____
< >
\$ _____

PERSONAL PROPERTY:

Description

Estimated Fair Market Value

None

Total Personal Property -- Wherever Located

\$ _____

TOTAL OF ALL ESTATE PROPERTY -- Except Homestead

\$ _____

NOTICE: Each beneficiary has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representatives obtained an independent appraisal of that asset and from whom the appraisal was obtained.

Under penalties of perjury, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Executed this 2nd day of May, 2001.

CORINNE FISCHMAN, Co-Personal Representative

BARBARA SHAPIRO, Co-Personal Representative

RICHARD HELLER Co-Personal Representative

Michael J. Eisler, Esq.
Florida Bar No. 500615

STRAUS & EISLER, P.A.
10081 Pines Boulevard
Suite C
Pembroke Pines, Florida 33024
Telephone: (954) 431-2000

PERSONAL PROPERTY:

Description

Estimated Fair Market Value

None

Total Personal Property -- Wherever Located

\$ _____

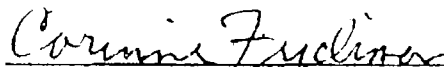
TOTAL OF ALL ESTATE PROPERTY -- Except Homestead

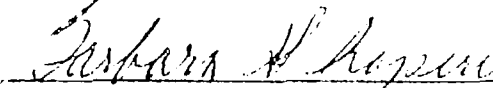
\$ 0

NOTICE: Each beneficiary has the right to request a written explanation of how the inventory value of any asset was determined, including whether the personal representatives obtained an independent appraisal of that asset and from whom the appraisal was obtained.


Under penalties of perjury, we declare that we have read the foregoing, and the facts alleged are true, to the best of our knowledge and belief.

Executed this 7th day of May, 2001.


CORINNE FISCHMAN, Co-Personal Representative


BARBARA SHAPIRO, Co-Personal Representative

RICHARD HELLER Co-Personal Representative


Michael J. Eisler, Esq.
Florida Bar No. 500615

STRAUS & EISLER, P.A.
10081 Pines Boulevard
Suite C
Pembroke Pines, Florida 33024
Telephone: (954) 431-2000

IN THE CIRCUIT COURT FOR

DADE COUNTY, FLORIDA

PROBATE DIVISION

IN RE: ESTATE OF

EDWARD I. HELLER,

File Number

Deceased.

Division

OATH OF PERSONAL REPRESENTATIVE
DESIGNATION OF RESIDENT AGENT, AND ACCEPTANCE

STATE OF FLORIDA

COUNTY OF BROWARD

We, CORINNE FISCHMAN, BARBARA SHAPIRO and RICHARD HELLER, (Affiants), state under oath that:

1. We have been appointed Co-Personal Representatives of the estate of EDWARD I. HELLER, deceased.

2. We will faithfully administer the estate of the decedent according to law.

3. I, CORINNE FISCHMAN place of residence is [REDACTED]
[REDACTED] and my post office address is [REDACTED]
[REDACTED]

4. I, BARBARA SHAPIRO, place of residence is [REDACTED]
[REDACTED] and my post office address is [REDACTED]

5. I, RICHARD HELLER, place of residence is [REDACTED]
[REDACTED] and my post office address is [REDACTED]

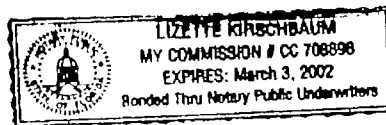
5. We hereby designate MICHAEL J. EISLER, ESQ., who is a member of The Florida Bar, a resident of Broward County, Florida, whose place of residence is [REDACTED]
[REDACTED] and whose post office address is [REDACTED]

██████████, as my agent for the service of process or notice in any action against me, either in my representative capacity, or personally, if the personal action accrued in the administration of the estate.

Corinne Fischman
CORINNE FISCHMAN, Affiant

Sworn to and subscribed to before me on April 25, 2001, 2001, by Affiant,
CORINNE FISCHMAN, who is personally known to me or who produced _____
_____ as identification.

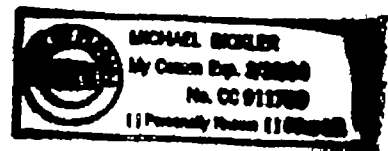
Notary Public in the State of Florida
My Commission Expires:
My Commission Number is:
LIZETTE KIRSCHBAUM (Affix Notarial Seal)

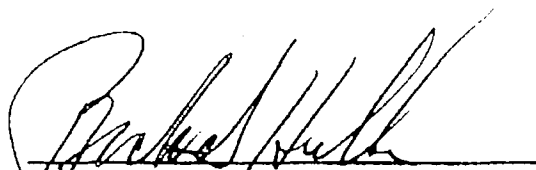


Barbara Shapiro
BARBARA SHAPIRO, Affiant

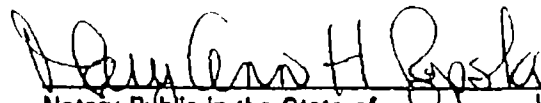
Sworn to and subscribed to before me on 3/20/01, 2001, by Affiant,
BARBARA SHAPIRO, who is personally known to me or who produced Drivers License
_____ as identification.

Michael B. Baker
 Notary Public in the State of FLA
 My Commission Expires:
 My Commission Number is:
 (Affix Notarial Seal)




RICHARD HELLER, Affiant

Sworn to and subscribed to before me on May 2nd, 2001, by Affiant,
RICHARD HELLER, who is personally known to me or who produced Driver's license
09606481 as identification.

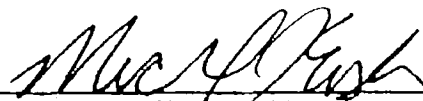

Notary Public in the State of Pennsylvania
My Commission Expires:
My Commission Number is:
(Affix Notarial Seal)

Notarial Seal
Mary Ann H. Ropski, Notary Public
Sharon Hill Boro, Delaware County
My Commission Expires Oct. 28, 2002

ACCEPTANCE

I CERTIFY that I am a permanent resident of Broward County, Florida residing at the place indicated above. I hereby accept the foregoing designation as Resident Agent.

Signed on this 7 day of May, 2001.



MICHAEL J. EISLER, Resident Agent

[Print or type Names Under All Signature Lines]

STATE OF FLORIDA

OFFICE of VITAL STATISTICS

CERTIFIED COPY
CERTIFICATE OF DEATH
FLORIDALIVE OR
PRINTED BY
REMARKS INK
BLACK INK

LOCAL FILE NO.		FIRST EDWARD		MIDDLE I.		LAST HELLER		SEX MALE	
3 DATE OF DEATH (Month, Day, Year) OCTOBER 11, 2000		4 SOCIAL SECURITY NUMBER [REDACTED]		5a AGE Last Birthday (years) 93		5b UNDER 1 YEAR Months Days		5c UNDER 1 Day Hours Minutes	
6 DATE OF BIRTH (Month, Day, Year) MAY 30, 1907		7 BIRTHPLACE (City and State or Foreign Country) PHILADELPHIA, PA				8 WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes or No) NO			
9a PLACE OF DEATH (Check only one; see instructions on other side) HOSPITAL <input type="checkbox"/> IN HOME <input type="checkbox"/> Euthanasia <input type="checkbox"/> DCA <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)		9b INSIDE CITY LIMITS? (Yes or No) YES							
10 FACILITY NAME (If not institution, give street and number) 10180 West Bay Harbor Drive		11 CITY/TOWN ON LOCATION OF DEATH BAY HARBOR				12 COUNTY OF DEATH MIAMI DADE			
10a DECEDENT'S USUAL OCCUPATION OWNER		10b KIND OF BUSINESS/INDUSTRY LANDFILL		11 MARITAL STATUS - Married <input type="checkbox"/> Never Married <input type="checkbox"/> Widowed <input checked="" type="checkbox"/> Divorced <input type="checkbox"/> (Specify)		12 SURVIVING SPOUSE (If wife, give maiden name) N/A			
13a RESIDENCE - STATE FLORIDA		13b COUNTY MIAMI DADE		13c CITY/TOWN ON LOCATION BAY HARBOR		13d STREET AND NUMBER 10180 W. BAY HARBOR DRIVE			
14a INSIDE CITY LIMITS? (Yes or No) YES		14b ZIP CODE 33154		14c WAS DECEDENT OF HISPANIC OR HAITIAN ORIGIN? (Specify No or Yes - If Yes, specify Country) Specify		15 RACE - American Indian <input type="checkbox"/> Black <input type="checkbox"/> White <input checked="" type="checkbox"/> Other (Specify)		16 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/High School <input type="checkbox"/> College <input type="checkbox"/> Postgraduate <input type="checkbox"/>	
17 FATHER'S NAME (First, Middle, Last) BERNARD HELLER				18 MOTHER'S NAME (First, Middle, Last) REBECCA ROSEN					
19a INFORMANT'S NAME (Type/print) CORINNE FISCHMAN				19b MAILING ADDRESS (Street and Number or Rural Route Number, City or Town, State, and Code) [REDACTED]					
20a METHOD OF DISPOSITION XX Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b PLACE OF DISPOSITION (Name of cemetery, crematory or other place) MT. SINAI CEMETERY		20c LOCATION (City or Town, State) MIAMI, FLORIDA					
21a SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON AGING AS SUCH <i>[Signature]</i>		21b LICENSE NUMBER (If Licensee) 3595		21c NAME AND ADDRESS OF FACILITY SINAI MEMORIAL CHAPELS 7689 N.W. 57th STREET TAMARAC, FL 33321					
22a On the basis of medical history, death occurred at the time, date and place and due to the cause(s) as stated. (Signature and Title) <i>[Signature]</i>		22b DATE SIGNED (MO, Day, Yr) OCTOBER 12, 2000		22c HOUR OF DEATH 9:40 PM		22d NAME OF ATTENDING PHYSICIAN (If other than certifier, type or print) DR. BRUCE A. HYMA, M.D.			
23a NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, MEDICAL EXAMINER) (Type or Print) MIAMI-DADE COUNTY MEDICAL EXAMINERS DEPARTMENT NUMBER ONE ON BOB HOPE ROAD, MIAMI, FLA.		23b SIGNATURE OF CERTIFIER <i>[Signature]</i>		23c LOCAL REGISTRAR'S SIGNATURE <i>[Signature]</i>		23d DATE REQUIRED OCT 19 2000			
24 PART I - Enter the diseases, injuries, or complications that caused the death. On one page the words of injury, such as atherosclerotic cardiovascular disease, stroke, or heart failure, list only one cause on each line. Atherosclerotic Cardiovascular Disease DUE TO (OR AS A CONSEQUENCE OF)		25a WAS AN AUTOPSY PERFORMED? (Yes or No) No		25b WERE AUTOPSY FINDINGS USED TO COMPLETE CAUSE OF DEATH? (Yes or No) No		26 CASE REPORTED TO MEDICAL EXAMINER? (Yes or No) YES			
27a IF FEMALE, WAS THERE A PREGNANCY IN THE PAST 12 MONTHS? (Yes or No) NO		27b IF SURGERY IS MENTIONED IN PART I, CERTIFY CONDITION FOR WHICH WAS PERFORMED		27c DATE OF SURGERY (MO, Day, Year)					
28 FINGERABLE MANNER OF DEATH (Specify) Natural, accident, suicide, homicide or undetermined		29a DATE OF INJURY (Month, Day, Year) [REDACTED]		29b TIME OF INJURY [REDACTED]		29c INJURY AT WORK? (Yes or No) [REDACTED]		29d DESCRIBE HOW INJURY OCCURRED	
29a PLACE OF INJURY - At home, farm, street, factory, etc. (Specify)		29b LOCATION (Street and Number or Rural Route Number, City or Town, State)							

THIS IS A CERTIFIED TRUE AND CORRECT COPY OF THE OFFICIAL RECORD ON FILE IN THIS OFFICE

tec

BY

Mamie Dandee

OCT 20 2000

State Registrar



WARNING:
11770503

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH A WATERMARK OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK.
THE DOCUMENT FACE CONTAINS A MULTI-COLORED BACKGROUND AND GOLD EMBOSSED SEAL. THE BACK CONTAINS SPECIAL LINES WITH TEXT AND SEALS IN THERMOCHROMIC INK.

FLORIDA DEPARTMENT OF
HEALTH

DOH FORM 1564 (10/98)

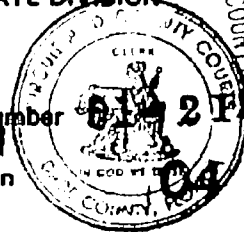
CERTIFICATION OF VITAL RECORD

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

IN THE CIRCUIT COURT FOR
DADE COUNTY, FLORIDA

PROBATE DIVISION



FILED FOR RECORD
01 MAY 24 PM 2:27
CIRCUIT & COUNTY
DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF DADE
I, THE UNDERSIGNED, Clerk of the Circuit Court, Dade
County, Florida, do hereby certify two within and foregoing
copies of the original as it appears on
filed in this office of the Circuit Court, Dade County,
Florida, and that same is in full force and effect.
Witness my hand and Seal of the Circuit Court at
Florida, this _____ day of _____
A.D. 2001
Deceased.

File Number 01-12-183-CE
MAY 29 2001
Division

By _____
Clerk, Circuit Court
LETTERS OF ADMINISTRATION

THESE LETTERS DO NOT AUTHORIZE
THE SALE, ENCUMBRANCE OR
BORROWING OF ANY ASSETS WITHOUT
SPECIAL ORDER OF THE COURT.

TO ALL WHOM IT MAY CONCERN
CHERYL TOUSSAINT

WHEREAS, EDWARD I. HELLER, a resident of Bay Harbor, Florida died on October 11, 2000,
owning assets in the State of Florida, and

WHEREAS, CORINNE FISCHMAN, BARBARA SHAPIRO and RICHARD HELLER, have been
appointed Co-Personal Representatives of the estate of the decedent, and have performed all acts
prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare CORINNE FISCHMAN, BARBARA
SHAPIRO and RICHARD HELLER duly qualified under the laws of the State of Florida to act as Co-
Personal Representatives of the estate of EDWARD I. HELLER, deceased, with full power to administer
the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent;
to pay the debts of the decedent
as far as the assets of the estate will permit and the law directs; and to make distribution of the estate
according to law.

ORDERED on May 23, 2001.

J. Bruce Levy
CIRCUIT JUDGE
Judge D. Bruce Levy

Copies furnished to:

Straus & Eisler, P.A.
All Beneficiaries

Form No. P-3.0720
© Florida Lawyers Support Services, Inc.
Revised October 1, 1995

THIS ESTATE MUST BE CLOSED
WITHIN 12 MONTHS IF NOT
CONTESTED.

THESE LETTERS DO NOT AUTHORIZE
ENTRY INTO ANY SAFE DEPOSIT BOX
WITHOUT FURTHER ORDER OF COURT

INVENTORY SHALL BE
FILED WITHIN 60 DAYS

THE PERSONAL REPRESENTATIVE SHALL PLACE ALL
LIQUID ASSETS IN A DEPOSITORY DESIGNATED BY
THE COURT PURSUANT TO THE F.S. 69.031.

THIS IS A FROZEN ACCOUNT WHICH
MEANS THAT NO FUNDS CAN BE
WITHDRAWN WITHOUT ORDER OF
COURT.

ATTORNEY OF RECORD SHALL
FILE RECEIPT OF ASSETS BY
RESTRICTED DEPOSITORY(IES)
WITHIN 30 DAYS OF ISSUANCE
OF LETTERS.

IN THE EVENT FLORIDA REAL ESTATE
IS SOLD, THE NET PROCEEDS OF SALE
SHALL BE DEPOSITED IN A COURT
ORDERED DEPOSITORY PER F.S. 69.031

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: ESTATE OF
EDWARD I. HELLER,
Deceased.

PROBATE DIVISION

FILE NO.: 01-2127 CP (04)

**ANSWER TO FORMAL NOTICE AND TO
PETITION TO DETERMINE HOMESTEAD REAL PROPERTY**

COMES NOW, STEPHEN N. ROSENTHAL and RICHARD A. GOLDEN by and through their undersigned attorneys and hereby files their response to Formal Notice and Petition to determine Homestead Real Property, and in support thereof states as follows:

1. These Respondents admit the allegations contained in Paragraphs 1, 2, and 3.
2. These Respondents are without knowledge of the allegations contained in Paragraphs 4, 5, 8 and 9 and demand strict proof thereof.
3. As to Paragraph 6, these Respondents affirmatively state that they are aware of the existence of a Secured Creditor Claim against the property of the Decedent, in the names of Stephen N. Rosenthal, Richard A. Golden and Dede Prescott.
4. These Respondents are without knowledge of the remaining allegations contained in said Paragraph 6.
5. As to Paragraph 7, same is not applicable, as the Court has no jurisdiction to authorize the sale of real property if, in fact, same constitutes the homestead of the decedent.

WHEREFORE, the undersigned acknowledges the existence of the pending Petition for Determination of Homestead, and has no objection to the entry of an Order; however, the relief sought by the Petitioner is contrary to Florida law and the Contract entered into between the Decedent and these Respondents. In particular, Petitioner attempts to claim that the Second Mortgage in favor of Respondents, Stephen N. Rosenthal and Richard A. Golden are exempt as a claim against this property. Accordingly, these Respondents demand a Hearing before this Honorable Court to acknowledge the secured claim of these Respondents and further specify in an Order Determining Homestead that such claims are

superior to that of those individuals set forth under Paragraph 4 of the Petition to
Determine Homestead Real Property.

I hereby certify that a true and correct copy of the foregoing ANSWER TO FORMAL NOTICE
AND PETITION TO DETERMINE HOMESTEAD was mailed to the following this 19th day of
February, 2002.

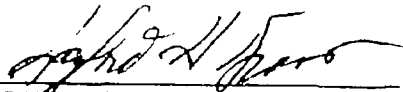
Michael J. Elsler, Esq.
STRAUS & EISLER, P.A.
10081 Pines Blvd., Suite C,
Pembroke Pines, FL 33024,

American Expresss
Estate Recoveries, Inc.
P.O. Box 24566
Baltimore, MD 21214

Dede Prescott
35303 SW 180TH Avenue, Lot 306
Florida City, FL 33063

Equitable Bank
c/o Nell Frank, Esq.
FRANK, WEINBERG & BLACK, P.L.
7805 SW 6TH Court
Plantation, FL 33324

KRAMER & GOLDEN, P.A.

By: 

SANFORD H. KRAMER, ESQ.
FBN: 044320

KRAMER & GOLDEN, P.A.
12000 Biscayne Blvd., Suite 500
North Miami, FL 33181
305-8799-1800
FAX: 305-891-1144

IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

IN RE: ESTATE OF
EDWARD I. HELLER,
Deceased.


PROBATE DIVISION
FILE NO.: 01-2127 CP (04)

**CONSENT TO ENTRY OF ORDER ON
PETITION TO DETERMINE HOMESTEAD**

COMES NOW, SANFORD H. KRAMER, as counsel for STEPHEN N. ROSENTHAL and
RICHARD A. GOLDEN, and hereby files this Consent to Entry of Order to Determine
Homestead Real Property, as follows:

1. Personal Representative in the above estate had heretofore filed a Petition to Determine Homestead Real Property.
2. That the undersigned filed an Answer to Formal Notice and said Petition with respect to the priority Interest of the above-named Mortgagees.
3. The undersigned has reviewed the proposed Order Determining Homestead Status of Real Property, as provided by counsel for the Petitioner, and hereby consents to the entry of same as presented by facsimile dated April 9, 2002.
4. That the Court should enter the proposed Order Determining Homestead Status of Real Property.

KRAMER & GOLDEN, P.A.

By: 
RICHARD A. GOLDEN, ESQ. for
Sanford H. Kramer, Esq.
FBN: 044320
12000 Biscayne Blvd., Suite 500
North Miami, FL 33181
305-8799-1800
FAX: 305-891-1144

IN RE: ESTATE OF

EDWARD I. HELLER,

FILE NO.: 01-2127 CP (04)

Deceased.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing CONSENT TO ENTRY OF ORDER DETERMINING HOMESTEAD STATUS OF REAL PROPERTY was provided via facsimile and hand delivery to Michael J. Elsler, Esq., STRAUS & EISLER, P.A., 10081 Pines Blvd., Suite C, Pembroke Pines, FL 33024, this 10th day of April, 2002:

KRAMER & GOLDEN, P.A.

By: _____
RICHARD A. GOLDEN, ESQ. for
Sanford H. Kramer, Esq.
FBN: 044320
12000 Biscayne Blvd., Suite 500
North Miami, FL 33181
305-8799-1800
FAX: 305-891-1144

F:\MAX\VICILLER\APR

IN THE CIRCUIT COURT FOR DADE COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

EDWARD I. HELLER,

FILE NO. 01-2127 CP

Deceased.

DIVISION 04

ORDER DETERMINING HOMESTEAD STATUS OF REAL PROPERTY

On the petition of BARBARA SHAPIRO, being Co-Personal Representative for an Order Determining Homestead Real Property, the Court finding that all interest persons have been served proper notice or have waived notice thereof, that the material allegations of the petition are true; that the decedent was domiciled in Miami-Dade County, Florida and that at the time of death the decedent owned and resided on the real property described in the petition; it is

ORDERED and ADJUDGED:

1. The following described property:

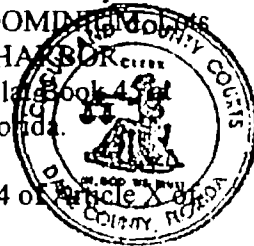
Condominium Unit 2-A, MONTEGO CLUB CONDOMINIUM, according to the Declaration thereof, recorded in Official Records Book 7160 at Page 94 of the Public Records of Miami-Dade County, Florida; and amended in Official Records book 7641 at Page 973 of the Public Records of Miami-Dade County, Florida, more particularly described as Apartment 2-A, MONTEGO CLUB CONDOMINIUM, Units 5 and 6, less the Easterly 11 feet thereof, Block 3, BAL HARBOR ISLANDS, according to the Plat thereof as recorded in Plat Book 45 at Page 5 of the Public Records of Miami-Dade County, Florida.

constituted the homestead of the decedent with the meaning of Section 4 of the Constitution of the State of Florida.

2. Title to the above described property descends to:

A TRUE COPY
CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

FILED FOR RECORD
2021-11-11 PM 5:05
CLERK, CIRCUIT COURT FOR DADE COUNTY, FLORIDA



Corinne Fischman
Barbara Shapiro
Richard Heller

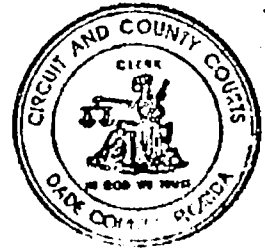
3. The interest of the surviving lineal descendants named in paragraph 2 are exempt from the claims of creditors of decedent or of the estate.

4. Dede Prescott, Stephen N. Rosenthal, Richard A. Golden are valid mortgage holders on the subject real property and their interest will not be effected with the entry of this order as they shall be paid in full at the time of the sale of the subject real property.

ORDERED on this 11 day of April, 2002.


CIRCUIT JUDGE

Copies Furnished to:
Straus & Eisler, P.A.
American Express/Recoveries
Dede Prescott
Stephen N. Rosenthal and
Richard A. Golden
Equitable Bank



STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office.
WITNESS my hand and official Seal this.....day
of A. D. 20.....

APR 11 2002
CLERK, Circuit and County Courts

By 
Deputy Clerk

ALISON AINSLEY

A. Settlement StatementU.S. Department of Housing
and Urban Development

OMG No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv. Unins. 6. File Number 7. Loan Number 8. Mortgage Insurance Case Number
 4. ☐ VA 5. ☐ Conv. Ins. HAVEN 03-2324-006935353-0

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. **SELLER'S INFORMATION**
 E. NAME OF SELLER: THE ESTATE OF EDWARD T. HELLER

ADDRESS OF SELLER: 10180 W. BAY HARBOR DRIVE, UNIT 2-A, BAY HARBOR ISLANDS, FL 33154

F. NAME OF BORROWER: KRAMER & GOLDEN

G. PROPERTY LOCATION: 10180 W. BAY HARBOR DRIVE, UNIT 2A
 BAY HARBOR ISLANDS, FL 33154

I. SETTLEMENT DATE: 04/19/2002

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER	
101. Contract sales price	215,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	5,916.15
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes to	
107. County taxes to	
108. Assessments 04/15/2002 to 04/30/2002	
109.	
110.	
111.	
112.	

120. GROSS AMOUNT DUE FROM BORROWER 220,916.15

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER

201. Deposit or earnest money	7,000.00
202. Principal amount of new loan(s)	50,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206. Principal amount of seller financing	
207.	
208.	
209.	
209a.	
209b.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes 01/01/2002 to 04/15/2002	822.13
212. Assessments 01/01/2002 to 04/19/2002	133.15
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER 57,955.28

300. CASH AT SETTLEMENT FROM/TO BORROWER	
301. Gross amount due from borrower (line 120)	220,916.15
302. Less amounts paid by/for borrower (line 220)	57,955.28
303. CASH <input checked="" type="checkbox"/> From <input type="checkbox"/> To BORROWER	162,960.87

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER	
401. Contract sales price	215,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments 04/15/2002 to 04/30/2002	
409.	
410.	
411.	
412.	

420. GROSS AMOUNT DUE TO SELLER 215,000.00

500. REDUCTIONS IN AMOUNT DUE TO SELLER

501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	50,416.15
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan KRAMER & GOLDEN	29,392.63
505. Payoff of second mortgage loan DEDE PRESCOTT	13,300.00
506. Principal amount of seller financing	
507. PAYOFF HOMECOMINGS	79,935.60
508. PAYOFF BARBARA SHAPIRO	20,000.00
509.	
509a.	
509b.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes 01/01/2002 to 04/15/2002	822.13
512. Assessments 01/01/2002 to 04/19/2002	133.15
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER 193,999.66

600. CASH AT SETTLEMENT TO/FROM SELLER	
601. Gross amount due to seller (line 420)	215,000.00
602. Less reductions in amount due seller (line 520)	193,999.66
603. CASH <input checked="" type="checkbox"/> To <input type="checkbox"/> From SELLER	21,000.34

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

PAGE 2

I. Settlement Charges				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
700. TOTAL SALES/BROKER'S COM. based on price	215,000.00 @ 5.00 % =	10,750.00			
Division of Commission (line 700) as follows:					
701. 4,300.00	to Century 21 Tenace				
702. 6,450.00	to Bal Harbour Real Estate				
703. Commission paid at Settlement					10,750.00
704.	to				
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	% to				
802. Loan Discount	% to				
803. Appraisal Fee	to Paul Warren		250.00		
804. Credit Report	to Factual Info		65.00		
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application Fee	to				
807. Funding & Review Fee	to WAMU		300.00		
808. TAX REGISTRATION FEE	to DERETA CORP		71.00		
809. FLOOD DETERMINATION FEE	to DERETA CORP		13.00		
810. WIRE TRANSFER FEE	to WAMU		35.00		
811. Processing Fee	to hsmc		250.00		
812. Courier Fee	to hsmc		50.00		
Rate Lock Extension	to hsmc		500.00		
Yield Premium Differential	to hsmc pcc \$1,062.50				
900. Items Required By Lender To Be Paid in Advance					
901. Interest from 04/19/2002 to 05/01/2002 @	9.39 /day		115.08		
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	years to				
904.	years to				
905.	years to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @	per month			
1002. Mortgage insurance	months @	per month			
1003. City property taxes	months @	per month			
1004. County property taxes	8 months @ 250.44	per month	2,003.52		
1005. Annual assessments	months @	per month			
1006.	months @	per month			
1007.	months @	per month			
1008.	months @	per month			
1009. AGGREGATE ACCOUNTING ADJUSTMENT			(250.45)		
II. Title Charges					
1101. Abstract or closing fee	to CLOSINGS.COM, INC.		195.00		
1102. Abstract or title search	to CLOSINGS.COM, INC./Any Title		175.00		225.00
1103. Title examination	to CLOSINGS.COM, INC.		195.00		
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to STRAUS & EISLER, P.A.				3,417.00
(includes above items numbers:					
1108. Title insurance	to CLOSINGS.COM, INC./Any Title		1,200.00		
(includes above items numbers:					
1109. Lender's coverage: Risk Premium 150.00	INS AMT: 50,000.00				
1110. Owner's coverage: Risk Premium 1,150.00	INS AMT: 215,000.00				
1110a Endorsements: FP9-130.00; ALTA 4-25.00; ALTA 8.1-25.00;			180.00		
1111.	to				
1112. Name, Tax, Lien Search	to		65.00		
1113. Condo Estoppel Information	to				50.00
1200. Government Recording and Transfer Charges					
1201. Recording Fees: Deed \$6.00; L-Mortgage(s) \$114.00; S-Mortgage(s) ; Releases \$24.00			144.00		
1202. City/county tax/stamps: Deed ; L-Mortgage(s) \$100.00; S-Mortgage(s)			100.00		
1203. State tax/stamps: Deed \$1,290.00; L-Mortgage(s) \$175.00; S-Mortgage(s)			175.00		1,290.00
1204.					
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1303. Roof Inspection	to				
1304.	to				
1305. Courier/Delivery Service	to 90 minute		85.00		60.00
1306. 2001 Real Estate Taxes	to Miami-Dade County Tax Collector				3,005.27
1307. COST EXPENDED	to RICHARD HELLER				2,300.00
1308. COST EXPENDED	to BARBARA SHAPIRO				28,818.88
1309. COST EXPENDED	to CORINNE FISCHMAN				500.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			5,916.15		50,416.15

I have carefully reviewed the HUD - 1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD - 1 Settlement Statement

THE ESTATE OF EDWARD J. HENNER

DEBORAH ANN HAVEN

Borrower

By

Seller

Borrower

By

Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

CLOSINGS.COM, INC.

Settlement Agent

04/19/2002

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include fine and imprisonment. For details see: Title 18 U.S.C. Section 1001 and Section 1010.

HAVEN

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specification on the day before Closing Date of

SPECIAL ADVERTISING SECTION

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Let's the Priority for Justice in the Nations

comes this proximity to it, whether blood bag or

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STABILITY AND CONTOUR

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DEBATE AND DISPUTE RESOLUTION

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Superior and Balthasar

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-09-2001 BY 60322 UCBAW

237 parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys fees, and will equally
238 split the arbitrators' fees and administrative fees of arbitration.

ESCALATOR AGENT AND BROKER

239
240 17. **ESCALATOR AGENT.** Buyer and Seller authorize Escalator Agent to receive deposits and hold funds and other items in escrow and
241 subject to clearance, disburse them upon proper authorization and in accordance with the terms of the Contract, including
242 disbursing broker fees. The parties agree that Escalator Agent will not be liable to any person for misdelivery of escrow funds to
243 Buyer or Seller unless the misdelivery is due to Escalator Agent's willful breach of this Contract or gross negligence. If Escalator Agent
244 misrepresents the subject matter of the contract, Escalator Agent will pay the filing fees and costs from the deposit and will reimburse
245 reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and the part and awarded as of all costs, a
246 factor of the prevailing party. As claims against Escalator Agent will be arbitrated, so long as Escalator Agent consents to arbitration.

247 18. **PRIOR PROFESSIONAL ADVICE.** BROKER (LAW FIRM) Broker advises Buyer and Seller to verify all facts and represent others that
248 are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts,
249 determining the effect of laws on the property and transaction, status of title, for sign-investor reporting requirements, etc.) and
250 for title, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the
251 property and that all representations (oral, written or otherwise) by Broker are based on Broker's representations of public records
252 unless Broker indicates particular verification of the representation. Buyer agrees to rely solely on Seller's professional expertise
253 and governmental agencies for verification of the property condition, escrow holdups and debts that substantially affect property
254 value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by
255 Broker and Seller's officers, directors, agents and employees in connection with or arising from Buyer or Seller's mistake, in
256 or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors,
257 agents and employees from all liability for loss or damage based on (1) Buyer or Seller's misstatement or failure to perform
258 contractual obligations, (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services
259 regulated by Chapter 476, § 8, as amended, including Broker's referral, recommendation or retention of any vendor, (3) product's
260 or services provided by any vendor, and (4) damages incurred by any vendor. Buyer and Seller each assume full responsibility for
261 selecting and compensating their respective vendors. This paragraph shall not reduce Broker of statutory obligations. For purposes
262 of this paragraph, Broker shall be treated as a party to this Contract. This paragraph will survive closing.

263 19. **DISCLOSURES.** The licensee(s) and broker(s) named below are collectively referred to as "Broker." Seller and Buyer
264 acknowledge that the broker(s) named below of the preceding clause of this transaction instruction is Escalator Agent. Seller
265 and Buyer direct Escalator Agent to disburse the full amount of the brokerage fees as specified in separate Brokerage
266 Agreements with the parties and cooperative agreements between the brokers, unless Broker has obtained such fees from the
267 escrowed funds in the absence of such brokerage agreements. Escalator Agent will disburse Brokerage fees as indicated below.

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ADDENDA AND ADDITIONAL TERMS

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274 20. **ADDENDA:** The following additional terms are included in addenda and incorporated into this Contract (check if applicable):
275 ☐ A. Condo Appt. ☐ G. New Matt. Rules ☐ H. Voluntary Other Persons ☐ I. Sale of Buyer's Property
276 ☐ B. Homeowner's Assn. ☐ J. M As is with Right to Inspect ☐ K. Unimproved/Ag. Prop. ☐ L. Reasoning
277 ☐ C. Seller Financing ☐ M. Self-Inspection ☐ N. Interest-Bearing Account ☐ O. Assignment
278 ☐ D. Earn Out Assumption ☐ P. Buy-Sell Contract ☐ Q. V. Price Disclosure Sum.
279 ☐ E. FHA Financing ☐ R. Pre-1978 Housing Code (LHA) ☐ S. Broker's Part in Prop. ☐ T. Other
280 ☐ F. VA Financing ☐ U. Flood Insurance Req. ☐ V. Other Bro. Co. (LHA) (LHA)

21. ADDITIONAL TERMS:

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291 Buyer and Seller (check if applicable) acknowledge receipt of a copy of this page, which is page 86 of 8 pages.
292 PAR 8. Rev. 10/08 © 2000 Florida Association of REALTORS® All Rights Reserved
293 This form is intended for use with Supplemental Forms Schedule D-0 00000001007

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317 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

318 OFFER AND ACCEPTANCE
319* (Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.)
320 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy
321 delivered to Buyer no later than 5 a.m. 12 p.m. on 9/10/2002 this offer will be revoked.
322 and Buyer's deposit refunded subject to clearance of funds.

323* Date: 1/5/02 Buyer: Robert J. Shaper Tax ID: 64-2936
324* Print name: ROBERT J. SHAPER
325* Date: _____ Seller: _____ Tax ID: _____
326* Print name: _____
327* Phone: 05 844 9630 Address: 10000 1st Avenue, Suite 2
328* Fax: 508 861-1979 10000 1st Avenue, Suite 2
329* Date: 1/7/02 Seller: Barbara Shapiro Tax ID: _____
330* Print name: _____
331* Date: _____ Seller: _____ Tax ID: _____
332* Print name: _____
333* Phone: _____ Address: _____
334* Fax: _____

335* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy
336* of the acceptance to Seller by 6:00 p.m. on _____). ☐ Seller rejects Buyer's offer.

337* Effective Date: 1-8-02 (The date on which the last party signed or initialed acceptance of the final offer.)

338* Buyer UA and Seller BS acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.

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- 1* The clause below will be incorporated into the Contract between EDWARD AND FRANK MULLER (Seller)
2* and CHRISTOPHER AND M. HANSEN (Buyer) concerning the Property described as
3* 1045 [illegible] only if initiated by all parties
- 4* () F. VA Financing: "It is expressly agreed that, notwithstanding any other provision of this Contract,
5* the Buyer will not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the
6* property described herein, if the Contract purchase price or cost exceeds the reasonable value of the property as established by
7* the U.S. Department of Veterans Affairs. The Buyer will, however, have the privilege and option of proceeding with the
8* consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of
9* Veterans Affairs." If Buyer elects to proceed with the Contract without regard to the amount of reasonable value established by
10* the U.S. Department of Veterans Affairs, such election must be made within 3 days from Buyer's receipt of the appraisal.
11* (1) Fees, Prepayments: Seller will pay for the termite inspection and tax service, underwriting and document preparation fees
12* required by the lender and for recording fees for assigning Buyer's mortgage up to a maximum cost of \$
13* Buyer will pay all prepayments and amounts for taxes, hazard insurance and flood insurance, when applicable. Buyer will pay
14* the VA funding fee on a new loan or on the assumption of an existing loan which originally closed on or after March 1, 1989.
15* (2) Repairs: In the event a lender, as a result of the VA appraisal, requires repairs to items not covered by Seller's warranty in
16* Paragraph 8 of the Contract, Seller will make required repairs up to a maximum cost to Seller of \$
17* repairs to warranted items are subject to the Repair Limit defined in the Contract. If the cost of repairs to warranted or unwarranted
18* items exceeds the respective repair limit, Seller will, within 3 days from receipt of notice of the excess cost, deliver to Buyer written
19* notice of Seller's intent to pay the excess cost or cancel the Contract
- 20* Only M. Hansen () G. New Mortgage Rate: Buyer will not be obligated to complete the purchase unless Buyer is able
21* to obtain the financing at a fixed interest rate not exceeding 2.25 % or a variable/adjustable interest rate not exceeding
22* 3 % at origination, with no more than 2 discount points charged. Buyer ☐ will ☐ will not accept a balloon mortgage
- ES.

Residential Sale and Purchase Contract:
Comprehensive Addendum
N. Carolina Association of REALTORS

1 The clauses below will be incorporated into the Contract between EDWARD AND STELL HELLER (Buyer)
2 and DEBORAH J. HALL (Seller) concerning the Property described as 10130 W. BAY
3 WATERFRONT DR. #204 HARBOUR VILLAGE only if initialed by all parties

4 ASSOCIATION DISCLOSURES

5 Ed Hall A Condominium Association. The Property is a condominium which is subject to the rules
6 and regulations of a Condominium Association ("Association"). Seller's warranty under Paragraph 8 of the Contract states
7 to the end and limited common elements appurtenant to the Property and not to any common elements or any other property.
8 (1) Documents: Seller will at Seller's expense, deliver to Buyer the condominium documents referenced in subparagraph
9 (7) below no later than 3 days from Effective Date of Buyer has already received the required documents, exceeds receipt by
10 including here () days received
11 immediately return the documents to Seller, failing which Buyer authorizes Broker Agent to reimburse Seller's
12 from the deposit for the cost of the documents.

13 (2) Association Approval: If the condominium declaration or bylaws give the Association the right to approve Buyer or a
14 purchaser the Contract is contingent on such approval by the Association. Buyer will apply for approval within 30 days
15 from Effective Date and use diligent effort to obtain approval, including making personal appearances and paying related fees
16 if required. Buyer and Seller will sign and deliver any documents required by the Association to complete the transfer. If
17 Seller is not approved, the Contract will terminate and Seller will return Buyer's deposit unless the Contract provides
18 otherwise.

19 (3) Right of First Refusal: If the Association has a right of first refusal to buy the Property, the Contract is contingent on the Association
20 deciding not to exercise such right. Seller will, upon 5 days from receipt of the Association's decision, give Buyer written notice of the
21 decision. If the Association exercises its right of first refusal, this Contract will terminate. Buyer's deposit will be refunded unless the
22 Contract provides otherwise and Seller will pay Broker's full commission at closing in recognition that Broker procured the sale.

23 (4) Application/Transfer Fees: Buyer will pay any application and/or transfer fees charged by the Association.

24 (5) Parties: Seller will assign to Buyer at closing pending sale(s).
25 (6) Fees: Seller will pay all fees imposed against the Unit as of Closing Date, and will bring in existence and similar periods to here and
26 rents on any recreational areas current as of Closing Date. If the Board of Administration imposes a special assessment for
27 improvements, work or services that are substantially completed as of Effective Date, Seller will pay the full assessment. Buyer will
28 pay all other assessments. Seller represents that nothing is not aware of any pending assessment except as follows:

29 Seller represents that nothing is not aware of pending or anticipated litigation except as follows:

30 Seller represents that the current assessment fee is

31 \$ 15.00 per sq. ft. of unit.
32 to Condominium Association
33 to to
34 to to
35 and that there is no not a Recession or Land Lease with the Property. If there is a Recession or Land Lease, the current
36 payment is \$ per month.

37 (7) Buyer Acknowledgment / Seller Disclosure: (Check whichever applies)
38 X THE BUYER HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED A CURRENT COPY OF THE
39 DECLARATION OF CONDOMINIUM ARTICLES OF INCORPORATION OF THE ASSOCIATION BYLAWS RULES OF THE ASSOCIATION AND
40 ANSWER SHEET MORE THAN 3 DAYS EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS PRIOR TO
41 EXECUTION OF THIS CONTRACT.

42 - THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO
43 CANCEL WITHIN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, AFTER THE DATE OF
44 EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF A CURRENT COPY OF THE
45 DECLARATION OF CONDOMINIUM ARTICLES OF INCORPORATION, BYLAWS AND RULES OF THE ASSOCIATION, A
46 COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND QUESTION AND ANSWER SHEET IF SO
47 REQUESTED IN WRITING. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS WILL BE OF NO EFFECT. BUYER
48 MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 3 DAYS, EXCLUDING SATURDAYS,
49 SUNDAYS AND LEGAL HOLIDAYS, AFTER THE BUYER RECEIVES THE DECLARATION, ARTICLES OF
50 INCORPORATION, BYLAWS, RULES AND QUESTION AND ANSWER SHEET IF REQUESTED IN WRITING. BUYER'S
51 RIGHT TO VOID THIS AGREEMENT WILL TERMINATE AT CLOSING.

52 NAR 9.4, Rev. 1/99 © 1999 Florida Association of REALTORS
53 This form is intended for use with the Comprehensive Addendum to the Residential Purchase Contract.

1* The clauses below will be incorporated into the Contract between BARBARASHAPIO and BARBARASHAPIO concerning the Property described as 10140 W. 10th
2* and 10140 W. 10th (Buyer) only if initiated by all parties
3* BARBARASHAPIO BARBARASHAPIO BARBARASHAPIO BARBARASHAPIO
4* BARBARASHAPIO BARBARASHAPIO BARBARASHAPIO BARBARASHAPIO
5* Contract is limited to the Property and does not extend to common areas or facilities described below. The following dues
6* are currently charged by the homeowners' association:
7* \$ per to
8* \$ per to
9* \$ per to
10* Disclosure Summary for name of community: BARBARASHAPIO
11* (1) As a purchaser of property in the community, Buyer will be obligated to be a member of a homeowners' association.
12* (2) There have been or will be recorded restrictive covenants governing the use and occupancy of properties in the community.
13* (3) Buyer will be obligated to pay assessments to the association which assessments are subject to periodic changes. If the
14* association imposes a special assessment for an improvement that is substantially completed as of Effective Date, Buyer
15* will pay the assessment. Buyer will pay all other assessments. Buyer represents that he/she is not aware of any pending
16* assessment except as follows: \$ per to
17* Buyer's failure to pay these assessments could result in a lien on the Property.
18* (4) There ☒ is not an obligation to pay rent or land use fees for recreational or other commonly used facilities as an
19* obligation of membership in the homeowners' association. If there is such an obligation, the amount of the current
20* obligation is \$ per to .
21* (5) The restrictive covenants ☒ can ☐ cannot be amended without the approval of the association membership.
22* (6) The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, Buyer
23* should refer to the covenants and the association governing documents.
24* (7) These documents are matters of public record and can be obtained from the record office in the county where the
25* property is located.
26* Buyer acknowledges receipt of this summary before signing this Contract.

27* Barbarashapio Date 1/3/02 Buyer Date

1 The clauses below will be incorporated into the Contract between BARBICUSHER 10 and THE REALTORS (Buyer) concerning the Property described as only if initiated by all parties

PROPERTY

11 (A) As to title right to inspect: This clause replaces Paragraphs 6 and 9 of the Contract
12 Paragraph 6(a) Notice and Terms of Inspection: Buyer agrees that the Seller shall be responsible for the
13 title of the Property in the same condition from Effective Date until closing, except for normal wear and tear (maintenance
14 and repairs), and the Seller shall be responsible for making any repairs. Buyer may, at Buyer's
15 expense, conduct professional and walk through inspections as described below. If Buyer fails to timely conduct any inspection
16 which Buyer is entitled to make under this paragraph, Buyer waives the right to the inspection and accepts the Property "as is."
17 Seller will provide access and utilities for Buyer's inspections. Buyer will repair all damages to the Property resulting from the
18 inspections and return the Property to its pre-inspection condition. Buyer may, by _____ (Inspector's
19 name), (within 10 days from Effective Date if not later) make any and all inspections of the Property. The inspections will be by
20 a person who specializes in and holds an occupational license (if required by law) to conduct home inspections or who holds a
21 Florida license to repair and maintain the home inspected. Buyer may cancel the Contract by written notice to Seller within
22 days (within 5 days if not later) from the end of the inspection period if the estimated cost of treatment and repairs determined to
23 be necessary by Buyer is greater than \$ _____. For the cancellation to be effective, Buyer must include in the written
24 notice a copy of the Inspector's written report, if any, and treatment and repair estimates from the inspector or person(s) making
25 an estimate. Florida license to repair the home inspected. Any corporation not reported in a timely manner will be deemed
26 acceptable to Buyer. Buyer may, on the day before Closing Date or any other time agreeable to the parties, walk through the
27 Property solely to verify that Seller has fulfilled the contractual obligations. No other issues may be raised as a result of the walk
28 through inspection.

29 (B) Self-inspection: Buyer and Seller agree that, unless agreed otherwise, including the parties
30 interventions, may conduct the inspections himself for Seller's self-inspecting organization (inspector) permitted in Paragraph
31 9 of the Contract or Paragraph 11 of this Addendum. However, if the inspection findings differ and the parties cannot resolve
32 the difference, Buyer and Seller together will choose, and will equally split the cost of, a professional inspector as defined in
33 Paragraph 9 of the Contract whose report will be binding on the parties.

34 (C) J. A. Insulation Enclosure (New Homes Only): Insulation has been or will be installed in the new
35 residence as follows:

- | | Insulation | Thickness |
|----|-------------------------------------|-----------|
| 36 | Basement | |
| 37 | Interior Walls | |
| 38 | Attic Ceiling Area | |
| 39 | Stuffed Ceiling Area | |
| 40 | German Walls Between House & Garage | |
| 41 | Exterior Walls | |
| 42 | Other | |

The clause below will be incorporated into the Contract between STANLEY AND JILL MOORE and THE BANKERS - BANK OF AMERICA (Buyer) concerning the Property described as 10000 42nd Avenue, Bklyn, NY 11216 only if initiated by at parties 10000 42nd Avenue, Bklyn, NY 11216

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(2) **Lead-Defense Paint Hazardous Inspection:** Buyer wishes the opportunity to conduct a risk assessment or inspection for the presence of LBP/LBPL within the box is checked. Buyer may, within the inspection period, contact a risk assessment or inspection for the presence of LBP/LBPL in accordance with the provisions of paragraph (6) in this agreement. LBP/LBPL conditions that are undesirable to Buyer will be treated as "warranted items" for purposes of paragraph (10)(b)(i) and (j) only.

(3) **Confirmation of Accuracy:** Buyer has received the pamphlet entitled "Protect Your Family from Lead in Your Home" and all of the information specified in paragraph (1) above. Licensee has notified Seller of Seller's obligations to provide and disclose information regarding lead-based paint and lead-based paint hazards in the property as required by federal law (42 U.S.C. 4853d) and is aware of his or her obligation to ensure compliance with federal lead-based paint law. Buyer, Seller and each licensee has released the information above and certifies, to the best of his or her knowledge, that the information he or she has provided is true and accurate.

[illegible]

367 I. Plead insurance. Buyer is notified that the Property is located in an area that
377 a defined floodable area and flood insurance is required. [redacted] was declared a flood disaster area after September 23, 1994 and
387 received federal disaster relief assistance on the condition that flood insurance be obtained in accordance with applicable
397 federal law. Buyer is required to obtain such flood insurance if the Property is not so insured as of the date of transfer and will
407 be required to maintain flood insurance in accordance with applicable federal law with respect to the Property.

41" _____ M. Housings for Older Persons. Buyer acknowledges that the sellers' selection, development
42 of other housing provider interests the Property is provide housing for other persons as defined by Federal Fair Housing
43 and other state or local laws and regulations. Buyer acknowledges that the Property is provide housing for other persons, the housing provider has
44 stated that it provides housing for persons who are _____ 62 years of age and older _____ 66 years of age and older

RESEARCH QUESTIONS

EXERCISES

- [illegible]

1* The clauses below will be incorporated into the Contract between EDWARD AND ETHEL HELLER (Seller)
2* and EDWARD AND ETHEL HELLER (Buyer) concerning the Property (described as
3* 10402 W. SAW HARBOR DR. 24 SAN ANTONIO, TEXAS 78249) only if initiated by the Seller.
4* () T. Reserving: Buyer will have until to obtain the following
5* zoning for the Property from the appropriate government agency. Zoning for use of the Property as
6* . Seller will sign all forms required by the government agency. Buyer will pay all costs associated with the rezoning application and proceedings. If
7* rezoning is not obtained, this Contract will terminate and Buyer's deposit will be refunded.
8* () U. Assignment: Seller agrees that Buyer may assign this Contract to .
9* Buyer will deliver a copy of the assignment to Seller and () will not be released from the duty to perform this Contract.
10* () V. Property Disclosure Statement: This offer is contingent on Seller completing, signing and
11* delivering to Buyer a written real property disclosure statement within 3 days from Effective Date. If the statement discloses any
12* material information about the Property that is unacceptable to Buyer, Buyer may cancel this Contract by written notice to
13* Seller within 3 days from receipt of Seller's written statement.
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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR DADE COUNTY, FLORIDA

DIVISION
☐ PROBATE

STATEMENT OF CLAIM

CASE NUMBER
01-002127-CP-02

IN RE:
Estate of: Edward Heller, A/K/A ** EDWARD L. HELLER **
Deceased

CLOCK IN

STATEMENT OF CLAIM

LINE OF CREDIT ACCOUNT # 977204000018514 with abalance due of \$23150.12

This Claim is not contingent and is not secured by liens or judgments.

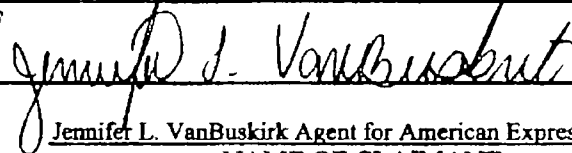
This account(s) was established in 05/01/93 . This balance(s) has accrued since its inception, and represents an accumulation of charges as posted to the account number(s) described above.

The last payment made on the account(s) was on 07/12/99 in the amount of \$700.

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

DATE
EXECUTED August 21, 2001

SIGNATURE OF
CLAIMANT


Jennifer L. VanBuskirk Agent for American Express Centurio

ATTORNEY FOR CLAIMANT

NAME OF CLAIMANT

P.O. Box 24566, Baltimore, MD 21214

POST OFFICE ADDRESS

5543 Harford Road, Baltimore, MD 21214

RESIDENCE ADDRESS

TELEPHONE NUMBER

HARVEY RUVIN
CLERK OF COURTS

BY:

DEPUTY CLERK

COPY MAILED TO ATTORNEY FOR
PERSONAL REPRESENTATIVE
ON:

(INSTRUCTIONS TO CLAIMANT ON REVERSE)

DATE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR DADE COUNTY, FLORIDA

DIVISION
☐ PROBATE

STATEMENT OF CLAIM

CASE NUMBER
01-002127-CP-02

IN RE:

Estate of: Edward J Heller, A/K/A ** EDWARD HELLER **
Deceased

CLOCK IN

STATEMENT OF CLAIM

PLATINUM CARD ACCOUNT # 371388993105006 with abalance due of \$9128.73

This Claim is not contingent and is not secured by liens or judgments.

This account(s) was established in 06/01/61 . This balance(s) has accrued since its inception, and represents an accumulation of charges as posted to the account number(s) described above.

In penalty of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

DATE
EXECUTED August 21, 2001

SIGNATURE OF
CLAIMANT

Jennifer L. VanBuskirk

Jennifer L. VanBuskirk Agent for American Express

ATTORNEY FOR CLAIMANT

NAME OF CLAIMANT

ADDRESS

P.O. Box 24566, Baltimore, MD 21214

POST OFFICE ADDRESS

TELEPHONE NUMBER

5543 Harford Road, Baltimore, MD 21214

RESIDENCE ADDRESS

HARVEY RUVIN
CLERK OF COURTS

BY:

DEPUTY CLERK

COPY MAILED TO ATTORNEY FOR
PERSONAL REPRESENTATIVE
ON:

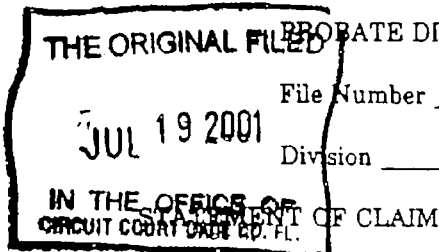
(INSTRUCTIONS TO CLAIMANT ON REVERSE)

DATE

IN THE CIRCUIT COURT FOR DADE COUNTY, FLORIDA

IN RE: ESTATE OF

EDWARD I. HELLER
Deceased.



PROBATE DIVISION

File Number 01-2127 CP

Division 04

FILED FOR RECORD
01 JUL 19 PM 4:28
CLERK OF THE CIRCUIT COURT
DADE COUNTY FLA.
CIVIL #169

The undersigned hereby presents for filing against the above estate this statement of claim and alleges:

1. The basis for the claim is Final Judgment dated May 17, 2000
(copy attached)
2. The social security or tax identification number of the claimant is 59-2718611
the name and address of the claimant are Equitable Bank, 633 South Federal
Highway, Fort Lauderdale, Florida 33301
and the name and address of the claimant's attorney, if any, are as set forth below.
3. The amount of the claim is \$ \$103,275.77 plus post judgment interest
which amount is now due, ~~or if not due will become due on~~ XXXXXXXXXXXXXXXXXXXX at 10%
4. The claim (is) (is not) contingent or unliquidated. If contingent or unliquidated, the
nature of the uncertainty is _____
5. The claim (is) (is not) secured. If secured, the security consists of _____

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true, to the best of my knowledge and belief.

Signed on July 17, 19XX, 2001

Neil G. Frank
Attorney for Claimant

By: Paul Czerwonka
EQUITABLE BANK
Paul Czerwonka, Vice President
Claimant

Florida Bar No. 192102
Frank, Weinberg & Black, P.L.
7805 S.W. 6th Court
Plantation, FL 33324
(address)

Telephone: (954) 474-8000

Copy mailed to attorney for the Personal
Representative on

JUL 25 2001, 19____
CLERK OF THE CIRCUIT COURT

By: SHIRLEY JORDAN

MUST BE FILED IN DUPLICATE

[Print or Type Names Under All Signature Lines]